

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**GEORGIA-PACIFIC CONSUMER )  
PRODUCTS, LP, )  
FORT JAMES CORPORATION, and )  
GEORGIA-PACIFIC LLC )**

**Plaintiffs, )**

**v. )**

**NCR CORPORATION, )  
INTERNATIONAL PAPER CO., )  
And WEYERHAEUSER CO., )**

**Defendants. )**

**No. 1:11-cv-00483**

**Judge Robert J. Jonker**

**DEFENDANT INTERNATIONAL PAPER COMPANY’S RESPONSE TO COURT’S  
JUNE 5, 2012 ORDER REGARDING THE STIPULATION BETWEEN PLAINTIFFS  
AND WEYERHAEUSER CORPORATION**

The Court has asked that the parties address certain questions raised in its Order dated June 5, 2012 (“June 5 Order”) (Dkt. # 220) regarding the stipulation between Plaintiffs and Defendant Weyerhaeuser Corporation (“Stipulation”) (Dkt. # 212). International Paper Company (“International Paper”) concurs in the Court’s suggestion that issues regarding the impact of the Stipulation and how it will function in the context of litigation can be most efficiently addressed as part of the dispositive motion and pretrial process. (June 5 Order at 2.) Many of the Court’s concerns may be eliminated by the stipulations reached by the parties as part of the pre-trial process. Thus, there would not appear to be a need to address the impact of the stipulation at this time. (June 5 Order at 2.)

The Court’s questions about the application of the Stipulation to other parties and in subsequent phases of the litigation are addressed for the most part by the Comments of Plaintiffs and Weyerhaeuser Corporation (“Weyerhaeuser”) on their Stipulation on Phase One CERCLA

Liability (“Comments”) (Dkt. # 223). The Comments (1) clarify that Weyerhaeuser’s stipulation to liability for purposes of the initial, liability phase of this litigation (“Phase 1”) applies not just to Plaintiffs’ claims against Weyerhaeuser but also to the cross-claim of International Paper, and (2) state that the terms of the Stipulation are intended to be binding in subsequent phases of the litigation. As to other aspects of the Stipulation, such as the reservation on the part of Weyerhaeuser with respect to “upstream” releases, that would appear to be an issue that would go to allocation in a subsequent phase of this litigation and therefore would not have any impact on Phase 1.

Dated: June 11, 2012

/s/ Sonja A. Inglin

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 11, 2012, I electronically filed the foregoing using the ECF system, which will send notification of such filing by operation of the Court's electronic systems. Parties may access this filing via the Court's electronic system.

By:                     /s/                      
Sonja A. Inglin